



Registration of a Charge

Company Name: **VMED O2 UK FINANCING I PLC**

Company Number: **12800739**



XA95FZPL

Received for filing in Electronic Format on the: **20/07/2021**

Details of Charge

Date of creation: **19/07/2021**

Charge code: **1280 0739 0009**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (AS THE SECURITY TRUSTEE)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HANNAH DRAKE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12800739

Charge code: 1280 0739 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2021 and created by VMED O2 UK FINANCING I PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Cardiff on 21st July 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Hannah Drake

Name: Hannah Drake

Title: Solicitor

Date: 19 July 2021

19 JULY 2021

VMED O2 UK FINANCING I PLC
(as the Supplemental Chargor)

and

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED
(as the Security Trustee)

SUPPLEMENTAL SECURITY DEED

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000

www.lw.com

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THIS SUPPLEMENTAL SECURITY DEED is made on 19 July 2021

BETWEEN:

- (1) **VMED O2 UK FINANCING I PLC**, a public limited company incorporated in England and Wales with registered number 12800739 (the “**Supplemental Chargor**”); and
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**, as the security trustee for itself and the other Secured Parties (the “**Security Trustee**”).

RECITALS:

- (A) The Supplemental Chargor has issued \$550 million aggregate principal amount of its 4.750% senior secured additional notes due 2031 (the “**Notes**”) issued on or around the date of this deed and constituted under an indenture dated 7 July 2021 between, among others, the Supplemental Chargor and the Security Trustee (the “**Indenture**”) and may issue additional notes under the Indenture (the “**Additional Notes**”) from time to time.
- (B) The Supplemental Chargor is a party to the senior collateral sharing and voting instruction agreement dated 1 June 2021 between the Supplemental Chargor as Debtor and the Security Trustee as Original Note Trustee and Security Trustee (the “**Collateral Sharing Agreement**”).
- (C) From time to time, the Supplemental Chargor will incur Senior Secured Liabilities (as defined in the Collateral Sharing Agreement) pursuant to the Debt Documents (as defined in the Account Charge defined below).
- (D) This deed is supplemental to an account charge dated 1 June 2021 between the Supplemental Chargor as Chargor and the Security Trustee (the “**Account Charge**”), as supplemented by a supplemental account charge dated 7 July 2021 (the “**First Supplemental Charge**”).
- (B) The Supplemental Chargor is entering into this deed to confirm and supplement the existing security created pursuant to the Account Charge and the First Supplemental Charge.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the Account Charge shall have the same meaning when used in this deed.

1.2 Construction

The provisions of clauses 1.2 (*Construction and Interpretation*), 1.3 (*Security Trustee and Collateral Sharing Agreement*) and 18 (*Miscellaneous*) of the Account Charge will be deemed to be set out in full in this deed, but as if references in those clauses to the “Account Charge” and other similar expressions were references to this deed.

2. COVENANT TO PAY

The Supplemental Chargor, as primary obligor covenants with the Security Trustee (for the benefit of itself and the other Secured Parties), that it will on demand pay the Secured Obligations when they fall due for payment.

3. CHARGING PROVISIONS

The Supplemental Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Security Trustee (on its own behalf and as trustee for the Senior Creditors) with full title guarantee, all of its present and future right, title and interest in and to:

- (a) by way of third ranking fixed charge the Charged Rights; and
- (b) to the extent not effectively charged under paragraph (a) above, by way of third ranking floating charge all the Supplemental Chargor’s right, title, interest and benefit in or under the Charged Rights, including all right to receive payment of amounts which may become payable thereunder, all rights to any security in respect of any obligations of the Supplemental Chargor thereunder and all rights of action in respect of any breach thereof, and all rights to receive damages or obtain other relief in respect thereof.

4. NEGATIVE PLEDGE

The Supplemental Chargor may not, except with the prior written consent of the Security Trustee (and, for the avoidance of doubt, the Security Trustee shall be entitled to rely absolutely on directions from the Senior Creditors in giving or withholding such consent):

- (a) create or permit to subsist any Security Interest (other than the Security) over the whole or any part of the Charged Rights;
- (b) sell, transfer or otherwise dispose of all or any part of the Charged Rights (whether by way of sale, transfer, assignment, the grant of any security or otherwise) or the right to receive or to be paid proceeds arising from the disposal of the same, or agree or attempt to do so;
- (c) do, or cause to permit to be done, any act or thing which would adversely affect or diminish the value of the Charged Rights in any material way or otherwise materially prejudice the existence or enforceability of the rights of the Security Trustee under this deed; or
- (d) attempt to, hold itself out as having any power to, or permit any person to, do any of the above,

in each case, save as permitted under the Debt Documents.

5. INCORPORATION OF TERMS FROM ACCOUNT CHARGE

- (a) The provisions of Clause 3 (*Representations and Warranties*) to Clause 22 (*Counterparts*) (inclusive) of the Account Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) “this Deed” and other similar expressions were a reference to this deed;
 - (ii) “Chargor” was a reference to the Supplemental Chargor under this deed; and
 - (iii) “Charged Rights” was a reference to the assets charged under this deed.
- (b) The representations and warranties made in Clause 3 of the Account Charge and incorporated by reference into this deed shall be made:
 - (i) on the date hereof; and
 - (ii) on each date that any new Account becomes subject to the Security created by this deed with respect to such new Account only,

in each case, by reference to the facts and circumstances on that date.

6. THE ACCOUNT CHARGE

The Account Charge and the First Supplemental Charge shall remain in full force and effect as further supplemented by this deed.

7. DESIGNATION

This deed is designated as a Shared Security Document.

8. ACKNOWLEDGEMENT BY THE SECURITY TRUSTEE

The Security Trustee acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by the Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Account Charge or the First Supplemental Charge;
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Account Charge or the First Supplemental Charge (as applicable) and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under the Account Charge or the First Supplemental Charge (as applicable) will be deemed to constitute the performance of, and compliance with, the

corresponding undertaking, requirement or obligation by the Supplemental Chargor under this deed; and

- (c) until such time as the security interest created by the Account Charge and the First Supplemental Charge has no, or ceases to have, effect, any reference in this deed to the security over any asset secured under the Account Charge and/or the First Supplemental Charge (as applicable) being secured with full title guarantee, shall be subject to the Account Charge and/or the First Supplemental Charge (as applicable) and construed accordingly and in accordance with Clauses 8(a) and (b) above and no breach or default shall arise under this deed or any other Debt Document as a result of the execution of or the existence of any security interest created (or purported to be created) under the Account Charge and/or the First Supplemental Charge (as applicable) or this deed and the terms of the Account Charge and/or the First Supplemental Charge (as applicable), this deed and the other Debt Documents shall be construed accordingly so that there shall be no such breach or default.

9. FAILURE TO EXECUTE

Failure by one or more parties (“**Non-Signatories**”) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

10. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to Clause (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a “**Dispute**”). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed, shall limit the right of the Secured Parties to bring any legal action against the Supplemental Chargor in any other court of competent jurisdiction.

IN WITNESS whereof this Supplemental Security Deed has been duly executed as a deed and is delivered on the date first above written.

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENTAL CHARGOR

EXECUTED as a DEED by

VMED O2 UK FINANCING I PLC acting by:

REDACTED

Name: Gregor McNeil

Title: Director

REDACTED

Name: Caroline Withers

Title: Director

Notice Details

Address: VMED O2 UK Financing I PLC, Griffin House, 161 Hammersmith Road
London, United Kingdom, W6 8BS

Attention: Legal Counsel

THE SECURITY TRUSTEE

EXECUTED as a DEED by

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED

acting by two Directors:

REDACTED

JUSTEN BERSIN
Authorized Signatory

JUSTEN
BERSIN

Name:

Title: Director

REDACTED

Marco
Thuo

Name:

Title: Director

Notice Details

Address: One Canada Square, London, E14 5AL, United Kingdom

Facsimile: +44 20 7964 2536

Attention: Corporate Trust Services